

Fortune Group Hospitality LLC



Headquarters

1100 Liberty Ave. Suite C-3 Pittsburgh, PA 15222

Tel: (412) 201-3088 Fax: (412) 201-2138



MANAGEMENT AGREEMENT

AGREEMENT made as of the 15th day of April, 2013, between FORTUNE GROUP HOLDINGS LLC., an Ohio Limited Liability Company, (the "Owner"), with offices at 1100 Liberty Ave Suite C-3, Pittsburgh, PA 15222 and Tokyo Sushi Buffet & Grill ~~SUPER BUFFET OHIO LLC~~, a Limited Liability Company (the "Manager"), with offices at 4801 McKnight Rd. Pittsburgh PA 15237.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of certain business known as "Fort Rapids Water Park" which includes a restaurant facility inside the park located at 4650 Hilton Corporate Drive, Columbus, Ohio 43232.

WHEREAS, the Owner desires to retain the Manager for management of the main restaurant and bar ("Concessions") (not the cabana restaurant or bar or other "satellite food or bar facilities that are or may be opened in the future), and the Manager desires to be so retained, on the terms and conditions which are set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises which are set forth herein, the parties hereby agree as follows:

1. DESIGNATION OF MANAGER AS AGENT.

A. The Manager is hereby designated as the agent and representative of the Owner for the purpose of managing the Concessions for the account of the Owner. The Manager is granted exclusive possession and control of the Concession space being managed and there shall be no obstruction, or interference by any party with the Manager's possession of said space. Under no circumstances may the Manager and his agents, customers, servants and employees be barred from or removed from the Concession space during the term of this agreement or any extensions thereof. In the event that the Manager is discharged for cause (paragraph #1((d)II), the Manager and the Owner shall choose someone that is acceptable to both parties to continue as Manager of the Concession and, until such person is in place, the Manager will continue in the Management of the Concession. If a replacement Manager is ever appointed said person shall be an employee of the Owner and the operation of the Concession shall remain in full force and effect with the new Manager answering both to the Owner. The Manager shall remain entitled to the remuneration called for in the Agreement for the balance of the Agreement term and any extensions thereof.

B. Prior to this agreement, Manager has tendered the nonrefundable payment of twenty thousand US dollars (USD \$20,000) on the 8th day of April, 2013. Manager will tender a non-refundable payment of two hundred and eighty thousand US dollars (USD \$280,000) at the execution of this agreement. This will reserve the right of Manager to this agreement. The remaining agreed sum of two hundred thousand US dollars (USD \$200,000) is committed and one hundred thousand US dollars (USD \$100,000) will be paid on or before May 10th, 2013. On May 15th, 2013, we will evaluate what amount is needed regarding the rest of the funds needed. This amount can be up to an additional one hundred thousand US dollars (USD \$100,000), will be required. The determined amount will be required to be paid on or before May 15th, 2013. Any unused funds determined by Manager and Owner will be promptly returned to Manager.

✓ *[Handwritten signature]*

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C. Owner agrees to rebate 33% the said paid amount stated above at the end of the first year, and the other 33% rebate will be rebated at the end of the second year of operations, and the final 33% rebate will be rebated at the end of the third year of operations provided said concessions operations continue.

D. (i) This Agreement shall remain in effect for a period beginning on the date hereof and continuing for ten (10) years thereafter through and including April 14, 2023, unless terminated earlier as provided below. The period for which this Agreement remains in effect is referred to herein as the "Term". The Manager may, at its sole discretion, may extend the term of this agreement an additional two terms of five years each upon 90 day written notice to Owner prior to the expiration of any lease term. The period of one (1) year beginning on the date hereof is referred to as a "Term Year", and each successive period of one (1) year during the Term (and any final period of one (1) year or shorter during the Term) shall also be referred to as a "Term Year".

(ii) This Agreement may be terminated at any time by the Owner for "cause". For purposes of this Agreement, "cause" shall be any continuing or repeated failure by the Manager to perform its duties and responsibilities set forth in this Agreement.

2. DUTIES OF MANAGER.

A. Subject to the other provisions of this Agreement, the duties and responsibilities of the Manager in connection with the management of the Concessions are to act on behalf of the Owner as follows:

(i) Collection of Revenue. The Manager shall collect all revenues from the operations of the Concessions.

(ii) Expenses. The Manager shall, from gross revenues collected from the Concessions:

(a) pay all operating expenses (including advertising and promotional expenses but excluding corporate sponsored advertising and promotions) and such other expenses of the Concessions; and

(b) Pay to any lender designated by the Owner all sums that may become due on loans affecting the Concession that the Manager has taken in the performance of his duties as Manager that affect the Concession that he is managing.

(iii) Taxes. The Manager shall pay all taxes levied and assessed against the Concessions prior to delinquency. The Manager shall withhold from gross revenues an amount equal to the estimated annual taxes on the Owner in connection with the Concessions, and the Manager shall pay such taxes from such withheld amounts.

(iv) Maintenance, Upkeep and Repairs. The Manager shall do everything reasonably necessary for the proper maintenance, upkeep and repair of the Concessions, except to the extent that such items are the responsibility of the person that owns the real property where the Concession is located, in accordance with the lease or license for the Concession premises. The Manager shall also cause all improvements, decorations and

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alterations to the Concession as may be required in its reasonable discretion, subject to the requirements of such lease/license.

(v) Employees- the Manager shall have authority to hire, supervise and terminate, without consent from, involvement with or approval of the Owner, on behalf of the Owner all independent contractors as long as this does not impact the hotel experience i.e. shut down the restaurant paralyze service, affect the amount of food being created, etc. Complaints from clients within the hotel in reference to the food services, banquet services, and bar services next to the restaurant, must be discussed and handled by both the Owner and the Manager. Where applicable, the Manager shall prepare for the Owner payroll tax returns and shall make payments of such taxes to appropriate agencies out of gross revenues from the Concession.

(vi) Legal Assistance. Where legal assistance is needed for matters involving the Concession, such action shall be taken through counsel designated or approved by the Owner. The expenses for such counsel shall be borne by the Owner.

(vii) Records. The Manager shall maintain accurate records of all moneys received and disbursed in connection with its management of the Concession, and such records shall be open for inspection by the Owner at all times during regular business hours. The Manager shall also render to the Owner a monthly statement showing all receipts and disbursements, relating to the Concession.

(viii) Expenses of Manager. All operating expenses related to the concessions shall be deducted from gross revenues from the concessions to determine net profits or losses. These expenses include, but are not limited to: food and beverage costs, payroll and related payroll taxes, professional fees, etc.

(ix) Payment of Owner. After the Manager deducts all authorized expenses relating to the operation and management of the Concession from the funds collected for the account of the Owner, as well as all reserves set by the Owner for working capital and capital expenditures, the Manager shall disburse any remaining funds as agreed between the manager and the Owner.

(x) Insurance. Upon the execution of this Agreement, the Manager will review existing insurance coverage on the Concession with its insurance broker to determine adequacy of coverage, and may place, on behalf of the Owner and at the Owner's expense, such coverage as the Manager and the Owner deem appropriate.

(xi) Compliance with Laws. The Manager shall manage the Concession in full compliance with the requirements of all applicable laws.

B. The parties acknowledge and agree that the services to be provided by the manager will consist of services provided at the Concession itself, as well as services to be provided at the offices of the Manager. The compensation to be paid to the Manager as provided below will be the entire payment to the Manager in connection with such services, and no additional payment or amount will be charged by the Manager for any services or work which may be performed by employees or other personnel of the Manager in connection with the Manager's performance of its obligations hereunder.

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Notwithstanding anything to the contrary which may be contained in this Agreement, the parties acknowledge and agree as follows in connection with the Manager's duties hereunder:

A. All decisions of the Manager will be subject to any other policies (if any) which may be set by the Owner and communicated to the Manager.

B. The following actions or steps shall be subject to the prior review and approval of the Owner:

(i) Any change in the name of the Concession or any proposed new use of such name in any manner.

(ii) Preparation of an annual operating budget, capital budget or business plan for the Concession.

(iii) All advertising and promotional expenses for the Concession other than corporate sponsored advertising and promotions.

4. COMPENSATION.

As compensation for its services to be performed pursuant to this Agreement, the Owner shall pay to the Manager a fee equivalent to forty (40%) percent of the net profits. In the event of a net loss, Manager will reimburse Owner for forty (40%) percent of the net loss. The amounts for both the net profit and net loss shall be payable quarterly on the 15th day of the month following the end of the quarter based on net profits or net losses for the previous quarter. Distributions shall be reduced for reserves determined by the Owner and Manager for working capital and capital expenditures.

5. INDEMNIFICATION OF MANAGER.

A. Except for the willful misconduct, recklessness or negligence of the Manager, the Owner agrees to indemnify the Manager against all claims from or connected with the management of the Concession by the Manager or the performance or exercise of any of the duties, obligations or powers herein or hereafter granted to the Manager, provided that the Manager gives the Owner prompt written notice of each such claim, permits the Owner to contest such claim and cooperates with the Owner in any such contesting the claim.

B. The Owner agrees to carry at all times during the Term comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Leased or Licensed Premises, to such limits as Landlord may reasonably, from time to time, require, provided that such insurance shall have minimum limits of One Million (\$1,000,000.00) Dollars for death or injuries to one person and not less than Three Million (\$3,000,000.00) Dollars for death or injuries to two or more persons in one occurrence, and not less than Twenty Thousand Dollars (\$20,000.00) for damage to property. All such bodily injury, property damage and personal injury, property insurance, and any other insurance coverage carried by the Owner on the Restaurant shall be extended to insure and indemnify the Manager as well as the Owner, by the appropriate endorsement of all policies evidencing such insurance, to name the Manager as an additional insured.

6. DELIVERY UPON TERMINATION.

Upon termination of this Agreement, the parties shall account to each other with respect to all uncompleted business hereunder, and the Manager

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shall promptly deliver to the Owner all leases, books, records and other documents and instruments relating to the Concessions and the Owner that may be in the possession or custody of the manager.

7. MISCELLANEOUS.

A. Any disagreement, dispute, controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

B. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any and all prior agreements among the parties hereto concerning the subject matter hereof, which prior agreements, if any, are hereby canceled. This Agreement may not be changed, modified, amended, discharged, abandoned or terminated orally, but only by an agreement in writing, signed by the parties hereto.

C. If any of the provisions of this Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

D. Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent via facsimile or overnight courier, or sent by certified or registered mail, return receipt requested, to the parties at their respective addresses set forth first above or to such addresses as may from time to time be designated by them respectively in writing by notice similarly given to all parties in accordance with this paragraph.

E. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

F. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the above, however, the parties recognize that the services to be provided by the Manager hereunder are unique, and accordingly, this Agreement may not be assigned by the Manager, nor any obligation hereunder delegated by the Manager, except to another entity.

G. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

H. This Agreement includes exclusive rights to all Sushi/ Seafood Buffet within the Fort Rapids Hotel and Indoor Waterpark.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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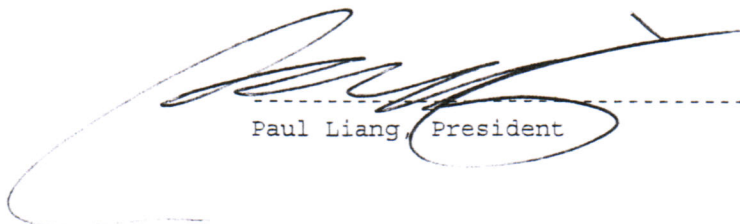


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FORTUNE GROUP HOLDINGS LLC



Paul Liang, President

Tokyo Sushi Buffet & Grill

Xue Li Liu

, President